



University Council
American Federation
of Teachers
Local 2023

Newsletter

Winter Quarter

1997

UC-AFT Member Profile: Ellen Lange

Ellen Lange, a lecturer in Linguistics and a member of UC-AFT Local 2023 practically since the beginning, decided to join the Union after discovering that Albert Einstein was a charter member of American Federation of Teachers Local 552 at Princeton University. She says, "people think of teachers as caring individuals, willing to go the extra step for their students and communities. The union helps set clear boundaries, so we aren't taken advantage of by our students and administrators."

There are few more caring people than Ellen herself. She teaches accent improvement and composition courses to English as a Second Language students, courses that take lots of intensive work with students. She says that the best thing about her job is the chance to make a real difference in her students' lives by providing them with a life-long skill.

She has some imposing credentials for teaching ESL students: an MA in French from UCD and a Master's in English with an emphasis in Teaching English as a Second Language from CSU Sacramento, as well as a Master's in Library Science from the University of British Columbia. Having studied Spanish as well as French and lived in Canada, Mexico, and Africa, she knows what it is like to struggle with a foreign language and a foreign culture.

Ellen first started out teaching ESL students, then taught in both the Linguistics and English Departments for a while, but is now entirely in the Linguistics Department. In Spring Quarter, she is teaching a pilot course she developed called "Text Analysis of Scientific Discourse," open to upper division ESL students. She says that many UCD students

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UC-AFT Signs Side Agreement with the University

UC-AFT Local 2023 president, Margaret Eldred, has just signed a side agreement with UC Davis allowing lecturers to teach freshman seminars under substantially the same conditions as ladder faculty.

Freshman Seminars are two-unit courses that give first year students the opportunity to meet in small groups—enrollment is limited to fifteen—with senior faculty members and discuss topics of special interest that don't fall within the normal curriculum. Seminars offered Spring Quarter cover such diverse topics as Switzerland; The Role of Food and Nutrition on Polar Expeditions; Satan, Vampires, and the Roots of Persistent Mythologies; and Antibiotics: Are They Worth the Risk?

Students like these courses because they are a change from the large lecture courses that most of them have to take. The seminars give students a chance to talk to faculty members in an informal setting. Most of them meet in the Teaching Resources Seminar Room, but some professors further encourage close student-faculty interaction by holding the seminars in their homes.

"I am quite excited about the agreement," President Eldred said. "Lecturers love teaching—and many of them like developing their

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The New Contracts: What We Were Up Against by Arlen Appleford, UC Riverside

In the recent contract negotiations with the University, UC-AFT won substantial victories against a seemingly implacable employer, considering the givens going into bargaining. These appeared to be 1) that parity language would be lost, and 2) that employees would get a 1.0 percent raise. Librarians wound up with 3 percent, retroactive to 1995, and lecturers 4.5 percent, beginning October 1.

But despite these substantial gains, especially in the present political and economic climate of the state, the contract was not a win-win. Notably, the

University took back Unit 18's parity with Senate faculty in matters of cost of living adjustments. Without question, this was the most serious loss to UC-AFT in this bargaining session, and not pursuing it the most difficult decision UC-AFT negotiators had to make. To understand it, we have to understand what the negotiators were up against.

University Attitudes

In the first place, there was the UC President. President Atkinson announced over a year ago his intent to

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Grievance Goes to Arbitration

Kevin Roddy

The Union Local finished a grievance hearing in October, 1996, from a complaint filed July 9, 1996, concerning French Department Lecturer Marie-Paul Laden, whose contract had not been renewed for 1996-97. Mme. Laden began teaching on campus as a Visiting Associate Professor in the fall of 1988. She had arrived with the understanding that at some point she would join the ladder faculty, and has since taken on graduate students and taught seminars in graduate French literature. She continued in her Visiting status through 1989, however, when it was suddenly discovered that her appointment was in danger, "visiting" meaning precisely that. The French Department then changed her status to lecturer, and raised the level of classes that she was expected to teach. She continued, until spring of 1996, to serve graduate students and the department as a co-equal with the ladder faculty.

In 1996 she was told that she would not be reappointed; though she had

been teaching (with two quarters off) for eight years, she did not qualify for a three-year contract because she had been a lecturer for under eighteen quarters. She was .36 of a year in service credit short of receiving any retirement benefits. The French Department simultaneously hired on a one-year contract a new Visiting Assistant Professor, who was probably promised consideration just as Mme. Laden had been.

The Union has grieved her case, alleging that a Union-represented position had been displaced by a non-represented position. The Union further charges that the University violated its own rules in its hiring of the new Assistant Professor, and has in that way flawed the entire procedure.

Two issues of importance emerge, which we hope are settled in Arbitration: can a unit replace a traditionally Union-represented position with someone not under contract; and to what extent is the administration bound by its own rules of conduct when addressing contractual matters.

No date has been set for the Arbitration, but it is usual for the Union to be made to wait for over a year.

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have learned English orally and have never learned how to read complicated English sentences of the type they run across in scientific prose. Consequently, some of them become totally stumped the first time they face a journal article. She hopes to avoid that problem by teaching students how to decipher the often convoluted sentences used in science textbooks and journals.

As if that's not enough, Ellen is also working on a computer-assisted language learning project. She's already put together a WEB page for the project. Right now, she's developing an interactive computer program to help ESL students learn how the different parts of the English verb system fit together. She says, "It's like learning to write all over again. I've had to learn about hypertext and how to manage sound effects and graphics."

She's had lots of experience writing the conventional way, with two books to her credit. *Writing Clearly: An Editing Guide* (co-authored with Janet Lane) is a

student text. Since it was first published in 1993, it's been one of the top ten sellers for Heinle and Heinle, a major ESL publishing company. She, along with Janet Lane and Linda Bates, also wrote a companion volume, *Writing Clearly: Responding to ESL Composition*, for ESL teachers.

She also publishes an occasional article in *Dateline* ("Computers, Classrooms, and Chow" is on the computer-aided composition classes that used to meet in the dorms) and *UC Davis Magazine* ("The Invisible Disability" is on learning disabilities). Besides, she is an editor and reviewer for *Writing on the Edge*, a national composition journal put out by UCD lecturers in English.

But Ellen is not all work and no play. She's a life-long skier—having been raised in upper Michigan, she came by it naturally. And just about every weekend she manages to spend some time cross-country skiing in the Sierras.

UC-AFT is proud to have her as a member.



UC-AFT (University Council—American Federation of Teachers) is the collective bargaining agent for lecturers, librarians, and certain other academic employees of the University of California. Local 2023 represents lecturers and librarians at UC Davis and UCD Medical Center, Sacramento.

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News from Other Campuses

Quotas Crop up Again

UC-AFT Local 2199, UC Santa Cruz, has filed an Unfair Labor Practice Charge with PERB charging that the UCSC administration has violated Article VII of the MOU by failing to properly consider "instructional need" in its budgetary decisions reducing or eliminating post-six-year lecturer positions. Local 2199 claims that the University has artificially limited the funds to be used for "temporary academic staffing" and did not follow University procedures in allocating those funds. The University's actions may violate the 1990 ("quota case") PERB cease and desist order. Despite being involved in education, University officials seem slow learners.

EVENTS CALENDAR



April 19

UC-AFT Council Meeting
Hacienda Hotel, Los Angeles

If you are interested in going,
UC-AFT will pay for your
air fare. Call Margaret Eldred
(752-2147) for more details.



Early April

Be our guest for
Lunch at Lemon Grass Café

for Unit 17 and 18 employees
working at UCDMC
and outlying areas
whether Union members or not.

~Look for the announcement in
the mail.~



Late April

Be our guest for
Lunch at the University Club

for Unit 18 employees
whether Union members or not
and nonrepresented members of
the Union.

~Look for the announcement in
the mail.~

Local 2023 Forum

We are starting a new feature. In each issue, we will invite comments on some question of professional importance to UC-AFT members. The question for this issue is:

Is tenure an idea that has outlived its usefulness?

Some people argue that tenure is an outmoded concept that encourages faculty members to work vigorously the first few years of employment, then slack off once they achieve tenure, while the real work of the University is carried on by untenured lecturers and teaching assistants, who have, at the most, three year contracts. Others argue that tenure is necessary to protect good teaching and research because it provides some stability in employment, giving faculty the freedom to pursue research on unfashionable subjects or on subjects that may not have immediate results. They also support tenure because it allows faculty to speak out on controversial topics without fear of retaliation.

What do you think?

E-mail Margaret Eldred at maeldred@ucdavis.edu with your comments or mail them to her at UC-AFT Local 2023, PO Box 73364, Davis, CA 95617-73364. Include your name, department and e-mail or telephone number. We'll publish the best comments we receive.

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own courses to reflect their special interests. But ever since the Integrated Studies Program stopped allowing lecturers to teach IS courses, the opportunities for developing special courses have been rare." The side agreement allows lecturers to plan and teach Freshmen Seminar courses as an overload but they will receive a \$500 honorarium—the same conditions under which ladder faculty teach the courses.

Dale Flynn, Lecturer in English, has been co-teaching the History and Literature of Medicine course with Dan Benson, an orthopedic surgery professor from UCDMC, for three years. She says the course is a lot of work but it's well worth the effort—it gives her a break from the composition courses she routinely teaches. Besides, she says, the "students are generally good students. They are excited about the course and take it just for fun—it doesn't fulfill any requirements."

If you are interested in developing a Freshman Seminar and haven't seen the call for proposals, call Marina Estabrook

at the Teaching Resources Center for information; her number is 752-6050. Proposals for the 1997-98 year are due on March 14, 1997.

A side agreement is a legal agreement between two parties—here, UC-AFT and the University of California—that is separate from the contract. It is usually reserved for local matters, rather than matters affecting the entire University Council-AFT. The full text of the side agreement will be inserted into an upcoming newsletter. Keep it with your Memorandum of Understanding for future reference.

Treasurer's Report

We are in great shape financially due to our members. As of January 31, 1997, we have \$2541.07 in our Term Investment Account and a balance of \$4994.95 in our checking account.

—Joann Trolinger

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bifurcate the academic community by separating the librarians and lecturers from the Senate faculty in cost of living adjustments. The rationale for the decoupling was that the University needed more money for Senate salaries in order to remain competitive nationally. Librarians and lecturers, it was argued, could be had for considerably less, especially the latter, who though they carry the burden of undergraduate teaching in the UC system, are nevertheless considered, in the logic of the institution, expendable.

Nobody argued with the President, certainly not the right-wing legislature, or Governor Wilson, or the corporate giants who now have a voice in University affairs, or of course, the Regents, who were later persuaded to increase salaries of the top-paid UC employees (68 of them), who already made an average of \$173,000, by an average of almost \$10,000 a year.

Legal Background

In the second place, there was HEERA. Labor relations between the University and its employees are governed by the Higher Education Employer-Employee Relations Act, enacted by a conservative California legislature in 1979. Under HEERA, when the employer and the employee cannot resolve a dispute within the scope of representation, the matter goes into impasse proceedings.

In the first stage, a mediator is appointed, approved by both sides, to resolve the dispute. If he or she cannot, the impasse moves to its second stage, the appointment of a panel for the purpose of fact-finding. At the end of this stage, the panel make its findings known to the disputants within a specific length of time and recommends "terms of settlement, which recommendation shall be advisory only." And therein lies the rub. "Advisory only" means that the University does not have to accept the recommendations of the fact-finding panel, and if it does not, it may impose its last best offer on its employees with impunity.

In this matter, the University was bound to follow procedures set out in HEERA, but once those were exhausted, the employer could do exactly what it

wanted to do. Although HEERA is meant to parallel the National Labor Review Board by protecting workers in the public sector as the NLRB does in the private, the two are actually quite different because resolution is binding in the latter, there being no presumption that the employer is right, or sovereign, in the private sector, as there is in the public.

Our Bargaining Strategy

Which brings us to our own case. If UC-AFT had resisted giving up parity language and gone to impasse over it, the University could have ultimately imposed its position on the union, and would have. In those circumstances, UC-AFT would have gained the right to claim to be the victim in an uneven

If I were founding a university I would found first a smoking room; then when I had a little more money in hand I would found a dormitory; then after that, or more probably with it, a decent reading room and a library. After that, if I still had more money that I couldn't use, I would hire a professor and get some textbooks.

*Stephen Leacock
Oxford As I See It*

bargaining proceeding, but it would have lost any bargaining position whatsoever. It was therefore in the union's best interest to avoid impasse unless there was some reason to believe that the University would settle. There wasn't.

By recognizing the direction of the negotiation, UC-AFT decided to open the no-strike and waiver articles, rather than pursue an issue agreed to be a lost cause. This meant that UC-AFT could put all of its energies into the matters that could make a difference. Naturally the University does not want union members to be able to strike, or perhaps even more significantly, to support other strikes, which could have even farther reaching consequences for the University, as would have been the case if UC-AFT had been able to support recent attempts to organize by teaching assis-

stants at UCLA and Berkeley, or other professional groups within the University now beyond the scope of union representation.

The second matter, the waiver, meant that UC-AFT would reserve the right to negotiate any changes in the University operating procedures that affect all employees, such as the increase in the cost of parking a car on the University premises. Ordinarily, UC-AFT does not oppose such actions, even though they technically alter the contract. However, without the waiver article, UC-AFT could and would make the University administratively uncomfortable by resisting through exercise of the contract every change imposed upon it, no matter how light. To avoid the nuisance value of such behavior, believe it or not, is worth a great deal to the University.

It was in fact the negotiators' focus on these two article or conditions of employment—the no strike clause and the waiver—that prompted the University to ask UC-AFT to settle. That is to say, it was these two that the University wanted to "buy," and was in fact willing to pay for, as it turned out.

The real question about parity is not why UC-AFT lost it now, but why it lasted as long as it did. And the answer to that is deceptively simple: it lasted only so long as it meant nothing to the employer, which is to say, until the President, joining in the sabotage of the public institution he was hired to head, decided it was no longer convenient to keep it. As the University continues to privatize and to corporatize, to think of bottom lines, downsizes, and cutbacks without regard to the product or the people who produce it, and as long as the erosion of the public sector continues unabated, the moral indignation that would have been UC-AFT's chief capital if it had carried parity to impasse would have been less than nothing; it would have prevented us from getting anything at all.

And, as it happened, we got quite a lot. As Ed Purcell, labor consultant to UC-AFT, said at the end of bargaining, "Seldom is there ever an absolute victory in the various efforts to protect the rights of employees... [but] any time one can move the UC administration as far as this small union has done, success has been achieved."